

MONTANA STATE SOUND AND COMMUNICATIONS AGREEMENT

Agreement by and between the signatory NECA Chapters and signatory IBEW Local Unions.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement and all approved addenda thereto.

Conditions relevant to a specific geographical area shall be negotiated and made part of this agreement as Addendum 1,2,3,4, etc. and attached hereto. In the event that a dispute arises between the language of the Addendum and the Master Agreement, the Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

As used hereinafter in this Agreement the term “Chapter” shall mean the signatory NECA Chapters and the term “Union” shall mean the signatory IBEW Local Unions.

The term “Employer” shall mean an individual firm who has been recognized by an assent to this Agreement.

In all instances where the masculine gender is used herein, it shall be deemed to be both male and female.

SCOPE OF AGREEMENT

The work covered by this Agreement shall include the installation, testing, service and maintenance, of systems utilizing the transmission and/or transference of voice, sound, vision or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems and low voltage controls of industrial equipment, or energy management/environmental management systems.

This Agreement specifically includes all work intrinsic to the systems listed in the scope.

A. Voice Transmission/Transference Systems

1. Background-foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse call systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multi-media/multiplex systems
10. Sound and musical entertainment systems
11. RF Systems
12. Antennas and Wave Guide

B. Data Systems that transmit or receive information, control energy management, safety and security systems.

1. SCADA (Supervisory Control and Data Acquisition)
2. PCM (Pulse Code Modulation)
3. Inventory Control Systems
4. Digital Data Systems
5. Broadband and Baseband and Carriers
6. Point of Sale Systems
7. VSAT Data Systems
8. Data Communication Systems
9. RF and Remote Control Systems
10. Fiber Optic Data Systems
11. Perimeter security systems
12. Vibration sensor systems
13. Card access systems
14. Access control systems
15. Sonar/Infrared monitoring equipment

C. Video Systems

1. Television monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

D. Work intrinsic to Fire Alarm Systems

Composite crews of Journeyman Inside Wireman and Communications Technicians may be used when pulling communication conductors into communications raceway on a job-by-job basis. A pre-job conference is recommended on jobs. Composite crews will be compensated in accordance with the appropriate inside wireman and sound and communications agreement wage/benefit packages.

Mounting and adjusting of speakers and baffles; checking out and or making of terminal connections of low-voltage conductors in speakers, communication control panels, racks and in other low-voltage/communication equipment;

Where necessary power for listed low-voltage equipment already existing need not be provided or modified further; for the rough-in work involved in minor jobs on new construction; (i.e. speaker backing, switchboard racks, communication panels, etc).

Technicians may install incidental raceways (not continuous raceways).

In an effort to eliminate confusion regarding the interpretation of the Scope of Work covered by this Agreement, the parties hereby agree to establish a Scope Review Committee that may be composed of the following:

8th District Scope Review Committee:

Management Representatives

1 NECA Chapter Manager
1 NECA Field Rep.
1 NECA Contractor

Labor Representatives

2 IBEW Business Managers
1 IBEW International Representative

Respective parties will choose their members. The Committee shall meet when deemed necessary by the parties and shall select a Chairman and a Secretary (both will not be from the same group) who shall retain voting privileges.

The Committee will make recommendations to the parties to the agreement by a majority vote. All grievances or questions in dispute shall be adjusted as outlined in this agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the low voltage/communications industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public.

Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. The parties will foster the Sound and Communication trade.

The parties hereto recognize that the field installation and alteration of various low voltage/communications systems are a part of the electrical low voltage communication industry to which this collective Agreement applies. Now, therefore in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I EFFECTIVE DATE - TERMINATIONS AMENDMENTS - DISPUTES

Sec 1.1 This Agreement shall take effect March 1, 2021 and shall remain in effect through the last day of February 2024, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from March 1 through the last day of February each year unless changed or terminated in the way later provided herein.

Sec 1.2 (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of the proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Sec 1.3 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Sec 1.4 There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Sec 1.5 There shall be a Labor-Management Committee of three (3) representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Sec 1.6 All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Sec 1.7 All matters coming before the Labor-Management Committee shall be decided by majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Sec 1.8 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Sec 1.9 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 15 working days of its occurrence shall be deemed to no longer exist.

ARTICLE II MANAGEMENT RIGHTS - UNION RIGHTS AND DUTIES

Sec 2.1 (a) The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the collective bargaining agreement in planning, directing and controlling the operation of his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Sec 2.2 Any employer qualified as such under Article II, Section 2.3, shall be considered qualified to utilize this Agreement.

Sec 2.3 Certain qualifications, knowledge, experience and financial responsibility are required of anyone desiring to be an employer in the industry covered by this Agreement.

Therefore, an employer who contracts for work covered by this Agreement is a person, firm or corporation who maintains a permanent place of business, with telephone, complete workshop and testing equipment necessary for work covered in this Agreement.

Sec 2.4 Two owners, partners or managers may perform the manual work of a Technician within the jurisdiction of the Union, if qualified and may or may not be accompanied by other workers working under this Agreement. However, nothing in this provision shall be construed as preventing any individual from making a temporary repair or adjustment where an emergency exists involving a hazard to life or property.

Sec 2.5 All persons employed on the work covered by this Agreement shall be classified as "Technicians" or "Apprentice".

Sec 2.6 (a) The Local Unions are a part of the International Brotherhood of Electrical Workers and any violation or annulment of the Agreement of this or any other Local Union of the International Brotherhood of Electrical Workers by the Employer will be sufficient cause for the cancellation of this Agreement after the facts have been determined by the International Office of the Union.

(b) The Employer further agrees that he will not sublet, assign or transfer any work covered by this Agreement to any other person, firm, or corporation if such subletting, assigning or transfer will cause the loss of work opportunities to employees covered by this Agreement. Any such subletting, assigning or transfer shall be allowable after a mutual determination has been made by the representatives of the parties hereto that such action is not in conflict with the preceding sentence.

Sec 2.7 Upon proper written notice to the Local Union involved, a traveling employer may transfer his current employees into another jurisdiction. Such notice shall include the names, address, classification and Local Union number of all employees to be transferred. All additional employees needed shall be hired in the

Local Union having jurisdiction of the job, and shall be done with the cooperation of said Local Union.

Sec 2.8 The Employer recognizes the Union as the exclusive representative of its employees performing work under this Agreement within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Sec 2.9 All employees shall be required to become and remain members of the Union as a condition of employment during the term of this Agreement. New employees hired after the effective date of this Section of the Agreement and former employees who are non-members of the Union returning to work after such date shall be required to become members of the Union, on the 8th day following such date.

Sec 2.10 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

Sec 2.11 All employers within the jurisdiction of IBEW Local Unions 233, 532, and 768, shall deduct working assessment as required by Local Union Bylaws out of the hourly wage which is to be paid to the Local Union by the 15th of the following month for each covered employee, owner manager, or partner working under this Agreement.

The Employer shall not deduct this money nor make any such payments until each covered employee under his employment has furnished the employer with proper written authorization. The authorization forms for assessment deduction shall be furnished by the Local Union.

Sec 2.12 The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement. The employer recognizes the right of the Union to designate shop stewards who shall be authorized to take up grievances that arise from time to time. No steward shall be discharged or disciplined or discriminated against by the employer because of his faithful performance of duties as steward.

Sec. 2.13 (a) It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the employee's own Employer.

Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer.

(b) This Agreement does not deny the right of the Union or its representatives to render assistance to other Labor Organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so. But no removal will take place until notice is first given to the Employer involved. When such removal takes place, the Union or its representatives shall direct the workmen on such job to carefully put away all tools, material, equipment, or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for these by the Employer.

ARTICLE III HOURS - WAGES - EXPENSES WORKING CONDITIONS

Sec 3.1 Eight (8) consecutive hours between 8 a.m. and 4:30 p.m. shall constitute the workday, unless changed by mutual consent of the Employer and the Local Union Business Manager to fit specific job conditions. The normal starting time may be varied by no more than two hours for all employees on the job, by mutual consent of the Union and the employer. The lunch period shall start four (4) hours after the workday starts and shall be a minimum of one-half (1/2) hour in duration. Work performed during this lunch period on construction jobs only shall be paid for at the overtime rate. Forty (40) hours within five (5) consecutive days, Monday through Friday inclusive, shall constitute the work week unless changed by mutual consent as above, however, service personnel may be required to work 40 hours Tuesday through Saturday as their scheduled work week. Employees shall be allowed sufficient time to store tools and equipment, with ten (10) minutes being considered the minimum during the workday. Workers shall not report at a shop or job more than fifteen (15) minutes prior to starting the regular workday. Employees shall be ready to work at the beginning of their shifts and shall remain at work until the end of the time for which they are paid except for prescribed clean-up time, and these breaks.

Sec 3.2 A 4 day, 10-hour work week may be worked by employees upon mutual consent of the employer and the Union.

Sec 3.3 The Employees will be permitted a break period on the job under the following conditions only:

1. Not more than once before the mid-shift meal, and not more than once after the mid-shift meal.

2. Time elapsed from the workstation will not exceed ten (10) minutes for each break period.

When an employee continues to work longer than two (2) hours after any scheduled shift, he shall be provided a meal at the Employer's expense and an additional meal at four (4) hour intervals thereafter as long as work is scheduled to continue at least one-half (1/2) hour beyond the meal period. However, when an employee has been notified at least twenty-four (24) hours in advance of scheduled overtime, the employee shall furnish his own meal and shall be allowed one-half (1/2) hour to eat such meal. All meals shall be eaten on employee's time.

Sec 3.4 (a) Recognized holidays shall be the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day, or holidays may match the Inside Wireman Agreement in which they are working if the contractor is signatory to both the Inside Agreement and this Agreement. Employees, with adequate notice, may choose to take a holiday off, if it is listed in this Agreement and not in the respective Inside Agreement where they are working.

If holidays fall on a Saturday, the preceding Friday shall be observed as the holiday, and if the holiday should fall on Sunday, the following Monday shall be observed as the holiday.

If the employee is required to work on any of the above listed holidays, and the Employer is recognizing such holidays, the employee shall be paid at the rate of double (2) times. No work shall be performed on Labor Day except in case of emergency and then only after permission is granted by the Business Manager of the Local Union.

Veteran's Day: Through mutual consent of employees and employer when Veterans Day falls on Tuesday, Wednesday, or Thursday, the holiday may be observed on Monday or Friday of that week.

(b) All work performed outside the regularly scheduled working hours shall be paid for at one and one-half (1 1/2) the regular straight time rate of pay. All work performed on Sundays shall be paid at the rate of two (2) times the regular straight time rate.

Sec 3.5 Vacation - Each employee must be permitted at least two (2) weeks vacation other than emergency or sick leave each year, upon sixty (60) days notification to be employer, taken either at intervals of one (1) week each, or be consecutive at the option of the employees. Employees' vacations shall not conflict with each other and shall be determined by seniority. All vacation time shall be as non-paid time.

Sec 3.6 Shift work - When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8 a.m. and 4:30 p.m. Workers on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workers on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus ten (10%) per cent for seven and one-half (7 1/2) hours work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workers on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus fifteen (15%) per cent for seven (7) hours work.

A lunch period of thirty (30) minutes shall be allowed on each shift.

All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 1/2) times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

There shall be no requirement for a "day shift" when either the second or third shift is worked.

Sec 3.7 (a) When the employee is requested to use his own vehicle for the job, or report to job sites other than the employer's place of business, he shall be reimbursed at the recognized federal mileage reimbursement rate per road mile each way per day.

- (b) Employees shall not be required to pay for job supplies and company automobile expenses out of their own pocket.
- (c) For travel away from home where board and lodging are required, the employee will travel in a company vehicle. When an employee is working away from home and is sent to another job in a different town, they will travel on company time from job to job.
- (d) For travel away from home where board and lodging are required and utilized, the employer shall reimburse the employee for meals and lodging at an amount of \$75 per day subsistence. In lieu of subsistence when requested by the employee and agreed upon by the employer, the employer will pay for reasonable lodging and \$25 for meals for each day worked.
- (e) In the event a company vehicle is not available and the employee is requested to use their own vehicle and travel away from home where board and lodging are required and utilized, they will be reimbursed at the recognized federal mileage reimbursement per mile in addition to the maximum amount specified in this Article, either \$75 (d) or \$120 (j) with presentation of receipts.
- (f) Employees shall be reimbursed at the next payroll period for receipted expenses.
- (g) Employee will be notified of out-of-town work 24 hours prior to the assignment.
- (h) The employee shall be paid on the job or the Employer will pay time and furnish transportation for the employee to go to the shop to get his pay.
- (i) It is further mutually agreed that when an employee must eat his meals on the job, arrangements shall be made for suitable protected quarters, which shall be heated in inclement weather.
- (j) For travel away from home where board and lodging are required, and utilized, and when the jobsite is in the following locations: Big Sky, West Yellowstone and Gardiner, lodging and meals will be provided by the employer at the rate of \$120 per day subsistence.

Sec 3.8 Night maintenance and modernization work in occupied commercial and institutional premises may be scheduled Monday through Friday and each such shift will work eight (8) hours for eight (8) hour's pay at the straight time rate plus twenty (20%) percent. The Business Manager of the respective Local Union will be notified of all such work before it is commenced and after it is completed.

Sec 3.9 Any man reporting for work and being laid off, or any man not having been notified the day previous of a layoff, shall receive not less than two (2) hours' wages.

Sec 3.10 When employees are directed by the Employer to report to the job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours' pay unless notified at least one (1) hour before starting time.

Sec 3.11 Wages - The minimum hourly rate of pay for work under this Agreement shall be as follows.

Classifications

	<u>3/1/2021</u>	<u>3/1/2022</u>	<u>3/1/2023</u>
Technician	\$20.50	\$21.25	\$22.00
Senior Technician	110% of Technician		
Master Technician	120% of Technician		
Systems Integrator	130% of Technician		

Foreman - 107% of scale / General Foreman - 114% of scale

Apprentice Technician

1st Period = 50% of Technician rate – 0-800 Hours

2nd Period = 60% of Technician rate – 801-1600 Hours

3rd Period = 75% of Technician rate – 1601-3200 Hours

4th Period = 90% of Technician rate – 3201-4800 Hours

The definitions and skill level of all classifications are listed in Appendix A.

The employers will decide which classification and skill level apply to an employee per Appendix A. If the employee disagrees with their classification per Appendix A, a meeting will be held between the employer, the employee, the IBEW Local Business Manager, and the NECA Executive Manager in an effort to resolve the matter. If the matter cannot be resolved via this process, the employee can seek relief through other means as provided in the Collective Bargaining Agreement.

Those employees who are employed by the employer or indentured in the apprenticeship program shall not suffer a reduction in wages as a result of the Agreement becoming effective.

(a) Wages shall be paid weekly on Friday, not later than regular quitting time and not more than five (5) days pay shall be withheld by the Employer. However, when workers are required to report directly to the job, they will be paid two (2) hours before the end of the shift. In the event the employee is not paid or not paid correctly, waiting time at the straight time rate of pay shall be charged until payment is made, providing the employee has notified the Employer of any such mistake within one (1) hour after being paid. Waiting time in this instance will not start until the end of the regular shift and not to exceed eight (8) hours in any twenty-four (24) hour period.

(b) Any company which pays with a check which is not immediately cashable due to insufficient funds on deposit, shall be required to pay by cash on all future pay days until such time as the Company can show the Local Union financial reliability. Any company desiring to pay by check shall have regular Company checks with the name of the Company printed thereon.

(c) Employees may voluntarily allow for direct electronic deposit of wages, on a weekly basis, to the bank or credit union of the employee's choice. The direct deposit funds must be available on payday. A pay stub shall be given to, sent by mail, or emailed and postmarked to the employee on the regular payday. Any monetary discrepancies will be borne by the employer and waiting time shall apply on any deposit reversals or late deposits. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and employer with notification copied to the Union.

(d) In the event a payday falls on a holiday, the preceding workday shall become the pay day.

(e) When workers covered by this Agreement are called for emergency work after being released from duty and after completion of their daily and/or weekly work schedule, they shall receive overtime pay at the regular overtime rate, and in no case shall receive less than two (2) hours' pay at such rate. Time shall start when they are called and shall end at the time of their arrival home.

(f) Those employees on call will receive \$75 per week, each employee designated will be ready and able to report for work as needed.

Sec 3.12 Each job shall be supervised by a Technician. On all jobs requiring four (4) technicians, one (1) shall be designated as "foreman" by the Employer. This Foreman shall be a Technician. No foreman shall supervise more than ten (10) workers on one project. The Employer shall appoint a "General Foreman" when

there are three (3) foremen or when there are eighteen (18) workers on the job and for every seven (7) foremen thereafter.

Sec 3.13 NEBF PENSION FUND EFFECTIVE 1-1-65: It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the

Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to three (3%) percent of his gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit, as provided above, shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

Sec 3.14 Effective March 1, 2020, each employer shall contribute to the Eighth District Electrical Benefit Fund (the "Fund") the following:

1. Seven dollars and thirty cents (\$7.30) base contribution required by the Fund.
2. An additional \$.10 per hour for the Short-term disability plan, worked by each employee of the Employer performing work covered by this Agreement.
3. Twenty-five cent (\$.25) contribution for each hour worked by each employee of the employer performing work covered by this agreement shall be

deposited in each employees PCA, (Personal Care Account) established by the Fund.

Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the Fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th day of each month.

Employer and Union adopt and agree to be bound by all the terms and provisions of the Merger Agreement and Declaration of Trust of the Eighth District Electrical Benefit Fund, as amended (the "Trust Agreement") and all Rules and Regulations of the Benefit Plan and other actions adopted or taken by the Board of Trustees of the Fund pursuant to the powers granted to the Board of Trustees by the Trust Agreement.

Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement. Union designates and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the Trust Agreement.

Any increase in the health & welfare contribution during the term of this Agreement will be split, 70% by the employee and 30% by the employer.

The failure of the individual Employer to comply with the applicable provisions of the current Eighth District Electrical Benefit Fund shall also constitute a breach of this Labor Agreement.

Sec 3.15 Each Employer shall contribute to the Eighth District Electrical Pension Fund (the "Fund") the sum of \$1.49 for each hour worked for each hour worked by each employee of the Employer performing work covered by this Agreement. Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the fund shall designate. Employer contributions and reports shall be delinquent if not received by the fifteenth (15th) day of each month.

Employer and Union adopt and agree to be bound by all the terms and provisions of the Second Amended and Restated Agreement and Declaration of Trust of the Eighth District Electrical Pension Fund, as amended (the "Trust Agreement") and all Rules and Regulations of the Pension Plan and other actions adopted or taken by the Board

of Trustees of the Fund pursuant to the powers granted to the Board of Trustees of the Trust Agreement.

Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement. Union designates and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the Trust Agreement.

The failure of any Individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a breach of this Agreement.

Sec 3.16 Each Employer shall contribute to the Eighth District Electrical Pension Fund Annuity Plan (the “Fund”) the sum of \$1.00 for each hour worked, Effective March 1, 2020, for each employee of the employer performing work covered by this agreement. Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th day of each month.

Employer and Union adopt and agree to be bound by all the terms and provisions of the Second Amended and Restated Agreement and Declaration of Trust of the Eighth District Electrical Pension Fund, as amended (the “Trust Agreement”) and all Rules and Regulations of the Annuity Plan and other actions adopted or taken by the Board of Trustees of the Fund pursuant to the powers granted to the Board of Trustees by the Trust Agreement.

Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement. Union designates and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the Trust Agreement.

The failure of any individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a breach of this agreement.

Sec. 3.17. “Employees performing work covered by this Agreement who are participants in the Eighth District Electrical Pension Fund Annuity Plan (“Fund”) may elect to participate in Fund’s 401(k) Salary Reduction Program (the “Program”)

by signing and delivering to the Employer and Fund Administrator an Elective Deferral Authorization ("Authorization") form approved by the Fund.

Employer shall reduce and withhold from the employee's salary the amount per hour and during the payroll periods specified by the employee in the Authorization. The Authorization and any written modified Authorization shall be delivered to the Employer and Fund Administrator at least 15 days prior to the beginning of the specified payroll period. Employer shall remit and pay to the Fund or its designated depository the total of all reduced salary withheld pursuant to such Authorization on or before the 15th day of the calendar month after the calendar month in which such reduced salary was withheld. Employer's payments shall be accompanied by such reporting forms as the Fund shall designate. Employer's payments and reports shall be delinquent if not received by the Fund by the 15th of each calendar month.

ARTICLE IV APPRENTICESHIP & TRAINING

Sec 4.1 The Montana Statewide Apprenticeship and Training Agreement entered into between Montana the Chapter of NECA, and IBEW Local Union(s) number(s) 532, 233, and 768 as approved by the International President on January 23, 2002, shall govern all matters of apprenticeship and training, and the financing thereof. Presently the contribution rate to the Apprenticeship and Training Trust is .625% percent of the Gross Labor Payroll. Apprentices' wages and ratio of Apprentice to Journeyman are specified in the Statewide Apprenticeship and Training Agreement.

ARTICLE V ADMINISTRATIVE MAINTENANCE

Effective April 1, 1996, all employers signatory to this labor agreement with the Montana Chapter, NECA, designated as their collective bargaining agent shall contribute one half of one percent (.5%) of the gross labor payroll per hour for each hour worked by each employee covered by this labor agreement to the Administrative Maintenance Fund. The moneys are for the purpose of administration of the collective bargaining agreement, grievance handling and all other management duties and responsibilities in this Agreement.

The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the labor agreement by the 15th of the month. Any employer who is delinquent in the payment of the Administrative Maintenance Fund

shall be liable for any attorney liquidated damages and related administration and collection expenses.

This fund shall be administered solely by the Chapter, and will not be used to the detriment of the Local Union or the IBEW. Enforcement for delinquent payments to this fund shall be the sole responsibility of the fund.

ARTICLE VI ENFORCEMENT AND TOOL LIST

Sec 6.1 The Union reserves the right to discipline its members for violations of its laws, rules and agreement. It shall be the responsibility of all members of Local Unions 233, 532, and 768, and the Employers to report any violation of either party of this Agreement to the respective Business Managers immediately.

Sec 6.2 (a) The Employer shall furnish all special tools and equipment. Workmen shall be held responsible for tools or equipment issued them, provided the Employer furnishes the necessary lockers, tool boxes or other safe places for storage.

(b) The following tools shall be furnished by the employee: leather pouch and belt, channel locks (2 each), soldering iron, assorted screwdrivers (not to exceed 6"), hammer, needle nose pliers, lineman's pliers, diagonal pliers, knife, small files (one flat and one round), spintite set, pocket level, scratch awl, 8" crescent wrench, keyhole saw, allen wrenches (not to exceed 3/8"), tin snips, small wire stripper and a Volt-Ohm meter. A box of appropriate size to contain tools in suggested. The employer shall replace all listed tools if stolen from a job site when stored in a secure location such as a gang box or company vehicle, provided the employer is furnished with a copy of the police/sheriff report.

ARTICLE VII NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Section 7.01 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man hours.

2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE VIII ALCOHOL AND DRUG ABUSE

Sec 1 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations

ARTICLE IX NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)

Sec 9.1. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. '175(a) and Section 302(c)(9) of

the Labor Management Relations Act, 29 U.S.C. '186(c)(9). The purposes of this Fund include the following:

- (1) improve communication between representatives of labor and management;
- (2) provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- (3) assist workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) encourage and support the initiation and operation of similarly constituted local labor management cooperation committees;
- (7) engage in public research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) enhance the involvement of workers in making decisions that affect their working lives; and
- (10) engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Sec 9.2. The Fund shall function in accordance with, and as provided in, it's Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Sec 9.3. Each employer shall contribute one cent (1 cent) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Montana Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Sec 9.4. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure

compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

ARTICLE X

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 10.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- (1) to improve communications between representatives of Labor and Management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- (6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 10.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of

its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 10.03. Each employer shall contribute _____. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Montana Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 10.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XI BONDING, WORK PRESERVATION SUCCESSORS, POINTS OF LAW

Sec 11.1 It shall be the responsibility of each individual Employer to provide a cash surety or performance bond, to cover wages, fringes, travel pay, penalty fees and attorney fees for the collection of late payment of fringes, travel pay, wages or penalty.

The bond shall be a minimum of \$1,500.00 for each person employed and/or doing work covered under the terms and conditions of this Agreement. All employees shall be covered by such bonding as a condition of employment.

Sec 11.2 (a) In accordance with the intent of this Article, it is understood that the provision guaranteeing a surety or performance bond does not forfeit the right of Local 233, 532, or 768, IBEW, to remove the employees, coming under the terms of this Agreement, for an Employer's non-payment of any moneys in the category of wages, travel pay, fringe benefits or penalty.

(b) The Union may remove employees from the jobs and shops of an Employer for non-compliance of this Article, or for non-payment or delinquencies in payment of wages, fringes, travel pay, working dues and for other fees or penalties accrued that may apply for such non-payment and/or delinquencies.

(c) The effect of any action taken by the Union under this Section shall not be considered or construed as a violation within the meaning of Article I, Section 4, "Stoppage of Work" under this Agreement.

Sec 11.3 In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows:

If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint-venture, wherein the Employer, through its officers, directors, partners or stockholders, exercises either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable for all such work.

Sec 11.4 This Agreement shall be binding upon the subsidiaries, successors, and assignees of the parties hereto and no provisions, terms or obligation contained herein shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.

Sec 11.5 Any provision of this Agreement adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue to be in full force and effect. And the parties shall hereupon seek to negotiate substitute provisions, which are in conformity with the applicable laws.

ARTICLE XII

CODE OF EXCELLENCE

Section 12.01 The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA

chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement effective March 1, 2021.

FOR NECA

FOR IBEW LOCAL UNIONS

By _____
Bill Bentley
Montana Chapter NECA

By _____
Jack McBroom
IBEW 233

Jeff Neitzel
IBEW 532

George Bland
IBEW 768

Appendix A

Apprentice Technician: Indentured in a three-year JATC-recognized apprenticeship program administered by an IBEW/NECA JATC. JATCs should encourage rotation to provide for the maximum learning experiences in a variety of systems. After one year, apprentices may work with limited supervision on structured cabling installations.

Technician: Is qualified to perform the following tasks: the planning and installation, including testing, terminating, and troubleshooting, of structured cabling systems (SCS). Possesses the skills for fiber-optic installation, including splicing, testing, terminating, and troubleshooting. Duties may include supervision of apprentice technicians, installer/technicians, and/or other technicians.

Senior Technician: Has a minimum of two years' experience as a technician and performs some of the following tasks: the planning and installation, including testing, terminating, and troubleshooting of structured cabling systems(SCS). Should possess the skills for fiber-optic installation, including splicing, testing, terminating, and troubleshooting. May be skilled in the maintenance, service, testing, and repair of PBX systems and computer networking systems. May have experience installing other special systems; such as security/access control, sound reinforcement, media retrieval, wireless/RF, and/or clock systems, alarms, nurse call, sound and musical entertainment systems, etc. Fire alarm work that requires NICET I certification. Installation and maintenance related to special hazards suppression systems that requires a Special Systems Certification. Duties may include the supervision of apprentice technicians, installer/technicians, technicians, and/or other senior technicians.

Master Technician: Has a minimum of one year experience as a senior technician and perform some of the following tasks: experienced in the planning and installation of large complex structured cabling systems. Must be certified in the installation, maintenance, service, testing, and repair of one or more PBX system (if offered by the company) or network computer system. Should be able to install, maintain, and troubleshoot hardware and software for Windows based or Novell network servers. Install and program routers, hub, and switches (Cisco, Avaya, 3Com, etc.). Provide startup of all clients on the network, including installation

of client application software. Must be experienced in the planning, installation, troubleshooting, and testing of other special systems; such as security/access control, sound reinforcement, media retrieval, wireless/RF, and/or clock systems, etc. Fire alarm work that requires NICET II certification. Duties may include the supervision of apprentice technicians, installer/technicians, technicians, senior technicians, and/or other master technicians.

Systems Integrator: In addition to meeting the requirements of a master technician, must have the ability to program and administer all system software for at least one major communications and/or data networking system. Has third-party certification as required by vendor or customer; such as CCNA, CCND, Cisco Systems, ITCO 5, Nortel, Lucent, Cabletron, etc. A systems integrator should be able to coordinate the communications of one or more separate proprietary or nonproprietary special systems so that they may be monitored and supervised from one central control system (i.e., computer network or web-based Internet control of fire/life safety, energy management, security/access control, etc.). Fire alarm work that requires NICET III certification. Additional duties may include the supervision of all voice- data-video classifications.